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THE MARINE RECORD.

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AROUND THE LAKES.

CLEVELAND.

An invitation by Colonel O. M. Poe for proposals for building a steam launch to be used at the harbor of refuge, Lake Huron, will be found in another column.

Captain John Connors, last season master of the schooner Niagara, will command the schooner Winslow this season.

Captain John Cramer, of Tonawanda, was in the city three days last week. He reports prospects of the lumber business around that center as exceedingly bright and in accordance with all other branches of trade.

The move for a life saving station at Ashtabula is being pushed vigorously and Secretary Pennington has received word from D. P. Dobbins that the matter should be laid before our representatives in Congress both for this district and Ashtabula district. Petitions to that end have been circulated and signed by representative men and ere long the station will be an established fact.

J. C. Pringle, of Marine City, has sold to J. S. McNeill, of West Bay City, 2-32 of propeller D. Leuty, for $3,000.

It is reported that the insurance company has moved for a new trial in the case of the tug Sprague recently won by Mr. P. Smith.

Captain William Carlisle will sail the steamer Hiawatha this season.

Robert Learmouth, of Buffalo, chief engineer of the Anchor line, and Henry Granger, of the Buhl Iron Works, Detroit, Mich., were in the city this weeka, ttending the law suit of Murphy, of Detroit, vs. the Variety Iron Works, of this city. The case related to the boiler of tug Wm. A. Moore, which was built by the Variety Iron Works.

Captain Smith Moore will command the new steamer being built by Quayle Sons for Morrow, Bartow and others.

George Hunt, last season chief engineer of the steamer Scotia, is to be chief of the steamer Republic. Mr. Hunt was chief of the Republic when she came out new. Mr. Duncan Grant, the well known engineer, is now at the asylum in ward 18.

Captain Edward Hewett, formerly master of schooner Richard Winslow, is to fill the same position on schooner Minnehaha.

Captain Geo. Stoddard, who has secured some of the wealthiest men on the lakes as incorporators for the proposed Rapid Transit Steamship line, has completed the work of incorporation, the necessary papers being granted at Columbus this week, and the work of taking subscriptions for stock will be at once commenced. At the proper time a paper will be found with Thomas Axworthy for signatures.

The following changes in the rules relative to inspection of boilers were passed by the board of supervising inspectors at their recent session in Washington. Donkey boilers, used in all steam vessels for driving pumps, hoisting engines, electric lights or other purposes, must be inspected the same as the main steam boilers and supplied with water and steam gauges, and the safety valves must comply with the same regulations as the main boilers. And further, "all open steam launches or other steam vessels of five tons burden or less, carrying passengers, may dispense with the life boat when such vessels are provided with metallic air chambers, placed under the seats and in the ends of said vessels of sufficient capacity to float the inert weight of said vessel, including her boilers and machinery, and such vessels shall also be provided with one life preserver for every person which the inspection certificate shall allow them to carry, including the officers and crew, and every such steam vessel carrying fifteen passengers or less, shall carry at least two fire buckets and one axe."

We will print the full text of the changes in the old rules next week.

CHICAGO.

Special to the Marine Record.

Frederick Harrison, of Cleveland, has been here for some time superintending the necessary repairs on the Bradley fleet. Up to date he has had the following done: Steambarge Selah Chamberlain, top sides calked; schooner Ahira Cobb, new decks and other minor repairs; steambarge S. E. Sheldon, top sides calked; steambarge R. P. Ranney, some slight repairs; schooner F. A. Georger has had new decks, some new deck beams and a complete calking above water line.

G. A. Landreth, ship builder of this city, has just completed the repairs on the Whitney fleet of Detroit: Steambarge D. C. Whitney, top sides calked; steambarge Nipigon, top sides calked; schooner Wayne, top sides calked and some slight repairs.

Steamer Minnie M. is having considerable alterations made in her cabin so as to give her more state room accommodations, the increasing business on her route demanding it. Captain Owen, her owner, intends to have her in first class shape for spring traffic. Captain Owen has also been giving his steambarges Inter Ocean and Argonaut a thorough repairing this winter in the shape of new decks and deck beams, part new ceiling, some new stanchions, bulwarks and rails, and will have them in first class shape for the coming season. They are chartered for the season to carry ore from Escanaba to Bridgeport. Captains Merritt, of the Inter Ocean, and Hayes, of the Argonaut, are superintending the repairs of their respective boats.

The work on the new iron steam swing bridge at Lake street, is progressing rapidly and bids fair, from present appearances, to be ready by the opening of navigation.

H. Channon & Co., the well known ship chandlers, are busy moving into their new and commodious quarters, 24 and 26 Market street.

Captain Dall, the well known tug and vessel owner, returned Monday from a six weeks' sojourn at New Orleans. He reports vessel business very dull throughout the south.

Charters are few, most vessel owners holding out for better rates, although the following were chartered Saturday for Buffalo at the going rates, 2¾ cents: Schooners J. H. Rutter, Michigan, and Newsboy.

The V. O. T. tug Satisfaction has been partially rebuilt, consisting of new decks, pilot house and cabin and some new planking in hull, to repair the damage done to her by fire last fall.

V. O. T. tug Union is having some repairs made to her cabin and decks, and tug Rebel some new planking in bows.

Thomas Canevin, of this city, is building a new tug for Captain Wm. Brown, which, from appearances, will be a fast one, as the model is a good one, with very fine lines. Length of keel 67 feet, over all 75 feet, breadth of beam 15 feet, depth of hold 6½ feet. She will have the engine and boiler of the old government tug General Humphrey, and be sailed by Captain Brown, her owner, who will use her for excursion business on the lake front.

A visit to Miller's drydock finds them rushed with business, as they have been all winter. At present they are engaged on the following: Propeller Rochester, complete calking, some new gangways and other slight repairs; schooner L. M. Mason, a new bow, new center board box, and general repairing; schooner Oak Leaf, some new frames, new ceiling, new center board box, new keelsons, stanchions, bulwarks and rails; schooner Ralph Campbell, new keelsons, ceiling and center board box; schooner Minerva, a complete rebuild; schooner Fleet Wing, new fore mast; schooner E. R. Blake, complete rebuild; steamer George Spencer, top sides calked; steambarge Fayette has been strengthened by new steel arches 16 inches wide by ⅝ inch thick; schooner George M. Case, which was dismasted last fall in a severe gale, has received new fore, main and mizzen masts and top masts, new bowsprit, jibboom and booms and gaffs; Dunham's tugs, A. Mosher, A. Miller, G. W. Gardner, J. C. Ingram, and Flossie Theilke a general repairing; steamers H. J. Jewett and B. W. Blanchard some new fender strakes and slight repairs; steamer City of Rome, main deck calked; schooner Iron State, some slight repairs; schooner Jack Thompson, calking and repairing.

The following transfers of vessel property are recorded in the custom house since January 1, 1886:

January 6, propeller Albert J. Wright, mortgage, whole, Albert R. Kellogg to Merchant's bank of Buffalo, consideration, $10,272.79.

January 13, tug Bob Teed, bill of sale one-third, Thomas Teed, sr., to Robert Teed, $2,500. February 8, tug Bob Teed, release, one-third, Thomas Teed, sr., to Robert Teed, $1.00. February 8, Thomas Teed to W. H, B. Deane, one-third, tug Bob Teed, $2,500. Tug Bob Teed, Robert Teed to W. H. B. Deane, one-sixth, $1,250. Tug Bob Teed, W. H. B. Deane to Thomas Teed, sr., mortgage, one-half, $1,383.

February 8, propeller City of New York Frank Boden to Leopold Mayer, mortage, whole, $4,000.

February 17, schooner Commerce, M. Giffney to Edward Mullin, bill of sale, one-half, $1,500.

February 5, schooner C. A. King, bill of sale, whole, John R. Barker to Fred Herbold, et al. $1.00. February, 9, schooner C. A. King, mortgage, one-fourth, Wm. T. Mitchell to F. Herbold, $1,000.

Schooner G. D. Norris, bill of sale, whole, L. D. Sanborn to Fred Herbold, et al., $1,500. Schooner G. D. Norris, mortgage, one-fourth, Wm. T. Mitchell to F. Herbold, $4,000.

February 15, tug Gertrude, mortgage, whole, Magdalene Schultz to Tobias Hawler & Co., $633.37.

February 24, propeller H. Luella Worthington, mortgage, whole, Spaulding Lumber Company to Geo. H. and E. E. Worthington, $17.000.

Schooner Magdalena, release, whole, Alf. S. Packard, administrator, to F. A. Menge, 1.00.

February 9, propeller Oswegatchie, bill of sale whole, $10,500, L. D. Sanborn to F. Herbold, et al. Propeller Oswegatchie, morigage, one fourth, Wm. T. Mitchell to F. Herbold, $2,600.

February 27, propeller Robert Holland, bill of sale, one-eighth, $2,300, Charles D. Stinson to Thomas D. Stinson.

Schooner Stafford, bill of sale, one-eighth, $1,500, Charles D. Stinson to Thomas D. Stinson.

J. W. B.

ERIE.

Special to the Marine Record.

The Anchor line propellers wintering here, the Winslow, Wissahickon, and Conestoga and the schooner Annie Sherwood, are undergoing repairs and receiving a general overhauling at the hands of W. J. Bates. A force of about twelve caulkers, most of them from Cleveland, are now at work, while Mr. Bates has an increased force of ship carpenters attending to the general repairs. The satisfactory manner in which Mr. Bates has heretofore accomplished work of this character on Anchor line boats quartered here during the winter has won for him considerable reputation, which fact is attested by the steady increase of business he has had with outside vessels during the past few years. It is safe to predict a still larger increase of business for Mr. Bates as his facilities for repairing become more widely known among vessel men entering this port.

R.

MILWAUKEE.

Special to the Marine Record.

Things here are moving along in about the same manner as usual, nothing new to chronicle.

Captain Cowen, mate of the steambarge Rust last season, will sail the towbarge D. K. Clint, of the same line, this season; while Captain Lund, formerly master of the schooner John Schuette, will have command of the steambarge D. W. Rust.

Captain Dan Nelson, former master of the schooner Granger, has purchased a half interest in the schooner John Schuette, and will sail her this season.

Captain J. V. Tuttle, the well known vessel and insurance agent of this port, closed the sale of the schooner J. H. Mead on Saturday last to Wm. Ripley & Son, and Captain Wm. Donegan, of Chicago, for the sum of $15,000. She will be sailed by Captain Wm. Donegan, formerly of the schooner Oak Leaf.

Chipman & Raesser have sold the schooner Lydia E. Raesser to Ole Groh et al, of Sheboygan, for $4,000 She will be sailed by Captain Peter Peterson, former master of the schooner Ruby. Captain Peter Wauvig, last season in the schooner Lydia E. Raesser, will sail the steambarge Susie Chipman.

Captain John Bolton will sail the steambarge G. F. Borrough.

The only charter reported is that of the schooner Saveland for iron ore from Escanaba to Lake Erie ports at $1 per ton.

The Freaks, namely McArthur and Butler, are in fine feather, McArthur vainly hunting for lumber to condemn and Butler pushing things on Wolf & Davidson's big one. McArthur is the best model for a waltzer, but they do say that Butler can jibe the quickest. W. H. Wolf is in his element slashing big sticks of timber into the hold of the Whiting and hustling things generally, while Thos. Davidson gets from one end of the ship yard to the other in one minute by the clock, and has an eye on all the boys at the same time. CAPT. KIDD.

BUFFALO.

Appearance begin to show that an early opening is expected at this port this season. The tug R. F. Goodman will be used to tow vessels about the creek during the spring.

The secretary of state has asked the Lake Carriers' Association for further documents in the matter of the revision of the Canadian wrecking laws. The association does not expect to have anything done this year, but intends when one of the boats belonging to any member of the association goes ashore in Canadian waters to have it pulled off by an American steamer or tug, and if the rescuing vessel is seized or fined to pay for its release and then sue the Canadian Government for damages.

The Union Steamboat Company announced the following list of captains of its boats for the season: Tioga, Samuel Shannon; H. J. Jewett, W. Robinson; Rochester, J. W. Moore; New York, A. A. Phelps; Arion, John Byrne; Portage, F. Provoost; Starucca, William Fletcher; Waverly, Joseph Hulligan; Dean Richmond, Stephen Lyons; Newburg, A. E. White; James Fisk, Jr., C. S. Furey; B. W. Blanchard, L. Green; Nyack, Robert Rhynas; St. Louis, George W. Brice; Arctic, Willian Thorne. William J. Connors has been reapointed stevedore of the company.

The Lehigh Valley Railroad Company are considering the advisability of building a new elevator on the Tift farm. One of the officials of the road in this city said: "We can say nothing definite about it, but are considering the matter, and think favorably of it."

The handling of Duluth wheat having become such an extensive business on the Buffalo Merchants' Exchange, one firm, that of Arthur & Waters, have decided to open an office at that port, C. H. Arthur, senior member of the firm, taking charge of it.

MARITIME LAW.

BILL OF LADING—SHORTAGE IN GRAIN CARGO—CARRIER MAY SHOW THAT HE DELIVERED ALL HE RECEIVED.

District Court of the United States for the Eastern District of Michigan.

Robert Law vs. John E. Botsford, et al.

1. A vessel discharges her whole duty to her cargo by delivering in good order all that she has received.

2. A custom to deduct from the freight earned the value of any deficiency between the quantity delivered and that stated in the bill of lading, and that the carrier shall not be permitted to show that he delivered all he received, is unreasonable and invalid.

3. The master has no power to bind the vessel by an agreement in the bill of lading that the same shall be conclusive as between the shippers and carrier as to the quantity of cargo to be delivered to the consignees

Brown, J.

This is a libel *in personam* for freight. The facts of the case are substantially as follows:

In November, 1884, the schooner Lizzie A. Law took on board at Port Huron a cargo of wheat for Buffalo, and received two bills of lading amounting to the sum of 46,047 bushels. The second mate attended to the loading in of the wheat from the elevator at Port Huron, and with the weighman of the elevator tallied the separate bins as they went on board the schooners, and upon completing the lading the master received two bills of lading, signed by the defendants (but as to that no point is made,) for this amount. The bills of lading, contained the following somewhat extraordinary stipulation:

"It is agreed between the carriers, and shippers and assigns, that in consideration especially of the freight hereon named, the said carriers, having supervised the weighing of said cargo in-board, hereby agree that this bill of lading shall be conclusive as between shippers and assigns, and carriers as to the quantity of cargo to be delivered to consignees at the port of destination (except when grain is heated or heats in transit,) and that they will deliver the full quantity hereon named, or pay for any part of the cargo not delivered at the current market price; the value here of to be deducted from the freight money by consignees, if they shall so elect, and thereupon the carrier shall be subrogated to the shippers and owners' rights of property and action therefor." The address on the margin was as follows: "Order of J. E. & W. F. Botsford, New York. Notify David Dows & Co., care E B. Wilbur & Co., Buffalo, for transshipment only, identity to be preserved."

The vessel proceeded to Buffalo with her cargo, where it was weighed out at the elevators, and, as is not unusual, there was an apparent shortage of some 496 bushels. The elevator at Buffalo, conforming to a usage which is said to be well known, and indeed universal, deducted the value of these 496 bushels from the freight and paid the residue to the master of the vessel. This action is brought to recover the amount of this unpaid balance of freight.

That the custom of deducting shortage in this way is, in the absence of any express stipulation, unreasonable and invalid, was settled by the Supreme court of this state in the case of Strong vs. The Grand Trunk R. R. Co., (15 Mich. 206) in which the court held that the usage was an entirely one-sided one and that the man could not thus act as judge and executioner in his own cause. It is a custom which has repeatedly held void by the courts, and one which has been submitted to by shipmasters because the amount of the shortage is usually too small to justify the expense of litigation. At the same time there is no doubt that the vessel is bound to deliver all that she received, and that the fact that the cargo when weighed out does not tally as much as it did when it was weighed in, creates a presumption that some of it has been lost in transit, and throws upon the vessel the burden of showing that there has been no loss. But if the intermediate consignee deducts from the freight the value of the shortage, he does so at the peril of its being recovered back, if in fact there has been no loss in transit. In this case it appears very clearly, and that is one of the points in the case about which there is practically no dispute, that there was no loss in transit. The Lizzie A. Law delivered all she received. There was evidence tending to show that, at the Lime Kilns, a portion of the cargo was taken from one batch and wheeled over to another hatch merely as a shift, for the purpose of decreasing the draught of the vessel forward and increasing it aft—in other words, to trim the vessel so that she could get over the Lime Kilns. But there is no evidence that a bushel of the wheat was lost; indeed, the evidence is explicit that there was none.

It cannot be too well understood that a vessel has discharged her entire duty when she has delivered all she has received. This is not only the dictate of common sense, but is also the law as laid down in Shepherd vs. Naylor, 5 Gray 591, and Kelley vs. Bowker, 11 Gray 428. So that, while the fact that the vessel did not tally as much at Buffalo as at Port Huron, cast upon the master the burden of proving that she delivered all that she received, he fully satisfied this requirement, and hence, I think, is exonerated from liability in that particular. In this view it is not necessary for me to solve the question, which in its nature is insoluble, viz: whether the cargo was correctly weighed at Port Huron or at Buffalo. It is impossible for us to tell at this time where the mistake occurred. There was a mistake in measuring this cargo either in-board or out-board. If the mistake occurred at Buffalo, then the vessel is entitled to her freight upon the whole amount of the bill of lading. If the mistake occurred at Port Huron she is entitled to her freight upon the Buffalo weight. As this is all that is claimed in this case, I am not obliged to determine whether the mistake was at one point or the other.

That the defendants in this case, aside from the stipulation in the bill of lading, are liable for the unpaid freight is beyond question. They were the consignors of the cargo, and the rule is well settled that the consignors may be resorted to, notwithstanding the cargo has been delivered to the consignee. That the original contract of the vessel is with him, and that the master may waive his remedy against the consignee, and resort to the consignor, I believe is uniformly held by the authorities. But in this case the defendants were not only the consignors but they were also the consignees. The bill of lading is addressed to the order of J. E. & W. F. Botsford, New York, care of E. D. Wilbur & Co., Buffalo. The rule is also well settled that where the cargo is consigned to the care of another, that person is only the agent of the final consignee, who in this case is the consignor, so that whether the defendants be used as consignors or consignees, the action will lie against them. Hutchinson on Carriers, Sec. 450.

It remains only to consider the effect of the stipulation in the bill of lading, that the amount stated in the bill shall be conclusive as between the shippers and carriers. This is certainly a very singular stipulation, and was designed undoutedly to obviate the difficulties which are thrown in the way of deducting shortage, but we think the answer to it is not a difficult one. It is well settled by the case of Grant vs. Norway, 10 C. B. 665, in England, and the schooner Freman, 18 How. 182, in this country, that the master has no authority to sign a bill of lading for a cargo not laden on board. Now, this is nothing more nor less than such a contract. It is an agreement that the amount named in the bill of lading shall be conclusive upon the vessel, though never a bushel may have been laden on board. The master has no authority to make a stipulation of that kind. It is possible that it would be binding between the consignor and the owner of the vessel if he assented to it personally, but the power of the master to bind his ship is limited to contracts made in the usual and ordinary course of business. In the above case of the schooner Freeman, it is said by the Supreme court that the master has no more an apparent unlimited authority to sign bills of lading than he has to sign bills of sale of the ship. See also Pollard vs. Vinton, 105 U. S. 7. His authority is to sign bills of lading of the usual tenor and description, consisting of a receipt for the amount shipped, subject to explanation, and a contract to deliver in the usual form at the port of destination. Such a contract the master has undoutedly the right to sign, but he has no right to sign that contract before the cargo is laden on board. In this case there is no question of bona-fide endorsement, and I think it is very clear that the stipulation, while it may perhaps bind the master personally, is not obligatory upon the vessel.

The libelant is entitled to a decree for the residue of his freight.

February 8th, 1886.

AUTHORITY OF MANAGING OWNER TO CHARGE PART OWNER FOR OUTFIT—WHEN SHIP IS COMPLETED—ORIGINAL OUTFIT.

U. S. District Court, Southern District of New York.

The defendant Tupper was to acquire a one-eighth interest in the brig C., which was being built by one Pettis, when the brig was delivered complete according to the contract. Before such delivery, Pettis, who was also managing owner, ordered an outfit for the brig from the libelant, informing him that Tupper was a part owner, and the outfit was thereupon charged to the brig and owners. The outfit was ordered on the authority of Pettis, and the defendant knew nothing of it at the time It was doubtful on the evidence whether the outfit was included in the price paid by Tupper to Pettis for the one-eighth interest.

Held, that Tupper did not become a part owner until the delivery according to the contract, and previous to such delivery, Pettis had no authority to charge him as part owner. If the outfit was not included in the price paid for the one-eighth interest, it was due to Pettis alone, not to libelants. For supplies fornished subsequent to Tupper's becoming an owner, he was responsible to libelants together with the other owners.

Brown, J.

By the contract under which the defendant Tupper was to acquire a one-eighth interest in the brig Cassiopeia, which was building by Captain Pettis, the title would not pass to him and he would not become a part owner, until the delivery of the brig when completed according to the contract. Andrews vs. Durant 11 N. Y., 35. By necessity implication, since she was to be complete in her hull and spars, this included the launching of the vessel; and she was not launched until September 26, 1874. In July or August previous Captain Pettis came to New York and ordered, through the libelants, the purchase of the necessary outfit for the vessel including all her standing and running rigging, chains, cables, anchors, etc. These were furnished by the libelants and forwarded in August before the launching of the ship. Captain Pettis at the time told the libelants that the defendant Tupper was one of the owners, and they charged the price of the outfit, amounting to some $6,000 to the brig and owners. The purchase, however, was made by the captain on his own responsibility, and without the knowledge of Mr. Tupper at the time, although it was communicated to him afterwards; but he was not informed that they had been procured upon his credit. The libelants afterwards furnished various supplies to the ship until about the year 1878, always dealing with Captain Pettis alone: and the amount gradually increasing until in 1880, when the libel was filed, it amounted to upwards of $15,000, including $6.000 for the outfit in 1874.

Although the libelants were pressing the captain for funds during these several years, the account was suffered to increase, as above stated, without any communication to Mr. Tupper, or any notice that they looked to him for payment of the outfit until April, 1878. The captain, in the meantime, had been acting as managing owner, and the other part owners becoming dissatisfied a transfer of her management was made in 1877, and Captain Pettis at that time rendered his accounts, showing about $4,500 surplus to the credit of the ship.

The liability of Mr. Tupper for the outfit must rest upon the authority of Captain Pettis to bind him as his agent, at that time when the outfit was ordered. In my judgement no legal authority to charge him as principal at that time existed in Captain Pettis. The vessel was not then launched; the contract by which he was to acquire the title was not, therefore, completed; the title of the one-eighth had not passed to Mr. Tupper; he was not at the time an owner, and as respects him, Captain Pettis was not yet in the position of a managing owner authorized to bind another part owner for necessary supplies or requirement. In addition to that original outfit of the vessel is a part of her equipment in preparing her for navigation, as much as completing her hull. Captain Pettis does not claim any authority to bind Mr. Tupper other than as ship's husband and managing owner, and the evidence shows that he had no express authority. This was not sufficient at the time when the outfit was purchased by his order, and when they were forwarded and delivered by the libelants.

The dealings of the parties, moreover, leavs great doubt whether the price agreed on between Mr. Tupper and Captain Pettis was really to include the outfit or not. From the written contract it would apper that it did not include this outfit. But that circumstance would not make Mr. Tupper liable to the libelant's for the outfit ordered by Captain Pettis without authority to bind Mr. Tupper. It is certainly remarkable, if the price of the outfit was not included in the original agreement, that for some four years afterwards no demand should ever have been made upon Mr. Tupper for his share of this outfit, in addition to the price of his interest which he had promptly paid to Captain Pettis, nor any notice given him of his liability therefor, by either the libelants or by Captain Pettis. If, however, the price of his one-eighth interest did not, as between him and Captain Pettis, include the outfit, his liability therefor was only to Captain Pettis; and it was, therefore, subject to the state of the account between them, an important consideration, inasmuch as Captain Pettis is insolvent, and is apparently a large debtor to the ship.

Upon these grounds I must exclude the outfit from the libelant's claim upon Mr. Tupper. The sheathing of the vessel in New York, in November 1874, was a charge apparently within the scope of the power of Captain Pettis to incur at the joint expense of the owners. The other items of supplies furnished, appear to have been in part made within the apparent authority of Captain Pettis, as captain and managing owner. As respects others, including all loans or dratts of Captain Pettis from other ports upon the libelants here, they are of doubtful authority and require a detailed examination.

If the parties do not agree, the residue of the accout, excluding the outfit, must be sent to a commissioner, to take such proofs as the party may offer, in addition to that already taken, both as to the amount due, and as to the validity of its various items, as against absent owners.

June 11, 1885.

COLLECTIONS OF FREIGHT MONEY BY MASTER.

The question, what constitutes payment under charter party? seems easy to answer. One logical reply at once suggests itself, so simple as to make the question apparently a foolish one. It is, payment of freight money to authorized persons, according to terms of charter. The matter is not, however, so easily set at rest, for even when payment appears to have been made and to have been attended with no difficulties, complications arise which jeopardise the safety of the whole money earned by the vessel. This fact has been strongly illustrated by a recent decision upon this question in the New York Supreme court. The case under trial was a peculiar one, and the facts were such that ship owners and ship masters can learn a lesson from them that will stand them in good stead in making settlements.

Briefly stated the points are as follows. A vessel was chartered for a round voyage from New York to Cadiz and thence to Gloucester, Mass. The freight money on the cargo from New York to Cadiz was to be paid in Cadiz by the charterers' agent "in Spanish gold coin at the rate of $4.80 to the pound sterling * * * in cash, without credit, discount or commission." After arrival at Cadiz the master drew some money in cash, from the agent of the charterers. The balance of the freight money, amounting to over five hundred pounds, was included in a draft, to be remitted, on account of the vessel, to Baring Brothers. This draft was never paid and the master sought to abtain payment of the amount of it from the charterers, upon the plea that the draft had been given by their agent. It appears that the agent had drawn his own draft upon the charterers for the amount, although he had their money in his possession with which to pay the freight, while they had no money of his in their hands. The master never saw the draft, but supposed it was a good bill which would be placed at once to the credit of his vessel by Baring Brothers. Upon the trial of the case before a referee it was decided in the master's favor upon the ground that, as the draft was drawn by the charterers agent in Cadiz, upon the charterers themselves, it was not payment of freight, as the freight should by charter have been paid in gold coin. Upon appeal, however, this decision has been reversed. In the opinion of the court, the master has been derelict of duty in not carrying out the terms of the charter as to payment, in that he did not accept, or demand payment in cash, but instead, requested the agent to remit the balance due to Baring Brothers leaving all the details of that business in the hands of the agent to transact. In fact, by departing from the terms of the charter, he made the charterers' agent his agent also and must by consequence suffer for his own acts. He left the freight money in the hands of the agent to do with it as he should direct. The charterers had provided the money for the freight and had the right to suppose that the master would draw it in the way agreed upon. That he should choose to do otherwise and should arrange with the agent to make other disposition of it, was his business and risk and not theirs. Two judges of the Supreme court took this view. One judge dissented from it. The dissenting judge took the view that the master did not consent to take a draft of the agent upon his principals, but he did consent to accept such a draft as would remit the funds to which he was entitled, at once to London, and that as such a draft was never presented, the master's claim for unpaid freight money holds good.

The dissenting opinion mentioned above is plausible on its face, but it cannot be denied that the master did not exercise sufficient care in managing his business, and that through his trust in others, to put it mildly, a worthless draft was received by him instead of good money. He certainly has a good claim against the perpetrator of this fraud, but scarcely one against the charterers. It will be said that the plan pursued by the master in remitting is one that obtains extensively in most of the ports of the world, that the master does not generally draw his freight money in gold and take it to some banker to remit it to another city, and that he had the right to suppose that the agent of his charters were responsible people whom he could intrust with his business. These views are all good, but they do not remove the construction placed upon the case by the Supreme court. We simply call the attention of the ship master and ship owners to this case and would impress upon them the importance of the facts and opinions therein presented.—*Maritime Register.*

It is said that the Argyle is being rebuilt to run to Lake Superior as a passenger boat.

THE AMERICAN SHIP WINDLASS COMPANY.

It will be seen by the following list of new orders for the Providence windlass that vessel men fully appreciate the efforts the American Ship Windlass Company make to turn out the best machine, one that must give satisfaction in every respect. Included in the list are five windlasses for lake boats, now building, the orders for which were obtained by Mr. Frank Manton, agent of the company during a recent short visit to the lake region.

A Providence patent steam capstan windlass, with Grater's friction locking gear and counterbalance for engines, and all improvements, for steambarge building by Captain William Dulac, at Mt. Clemens, for Tonawanda barge line, of Tonawanda, N. Y.

A Providence patent capstan windlass with T. J. Southard's Messenger chain attachment, Grater's friction locking gear and latest improvemens for barge building by Captain James Davidson at West Bay City, Michigan.

A Providence patent capstan windlass Grater's friction locking gear and counterbalance for engines with latest improvements, for steel steambarge building by Globe Iron Works, Cleveland, O., for Captain Thos. Wilson.

A Providence steam capstan windlass for wooden steambarge building by Thomas Quayles' Sons for Captain Thomas Wilson, of Cleveland, of same size as the one for the steel barge.

The above mentioned windlasses for Captain Wilson are to be arranged so that the engines can be disconnected from the windlass and connected to the drum shaft for hoisting at the three hatches at once.

A Providence patent pump brake windlass for 2,200-ton schooner building by New England Company for Captain Jacob B. Phillips. It will have Grater's friction locking gear and all latest improvements.

A Providence patent pump brake windlass with Grater's patent friction locking and clamps for schooner W. H. Keeney, at New York, to replace a wood windlass.

A Providence steam capstan windlass for 3,500-ton steamship building by William Cramp & Sons for Morgan line, of New York. It will have Grater's patent friction locking gear and counterbalance for engines and all latest impaovements.

The perfection to which this company has brought the Providence windlass makes them the best and most desirable machines in use.

LITERARY NOTICES.

THE ATLANTIC.—A short story, which is likely to be the subject of much comment, and several articles of remarkable interest are contained in the Atlantic Monthly for March. The story in question is called "A Brother to Dragons," and is anonymous. The notable articles are a paper on "Americana," by Justin Winsor; a consideration of the "Present Condition and Prospects of Architecture," by Henry Van Brunt; an article, "Classic and Romantic," on the two great schools in literature, by Frederic Henry Hedge; and memorial papers on Dr. Mulford and General Grant, by Horace E. Scudder and T. W. Higginson, respectively. The number would be worth possessing if there were nothing else in it, but in addition we have continuations of Henry James's and Charles Egbert Craddock's serials, and of Dr. Holmes's delightful "New Portfolio." John Fiske has an instructive paper in the series he has been contributing, this time on the "United States after the Revolution. In addition to these attractions there are some pleasant poetry and also able reviews of the recent "Life of General Stuart," of some of Tennyson's latest poems, of Richard Grant White's Shakespearean labors, etc., etc. Houghton, Mifflin & Co., Boston, Mass.

HARPER'S MAGAZINE for March opens with a graphic description of Krupp's gun-making establishment at Essen, by Moncure D. Conway, effectively and amply illustrated. Miss Woolson's novel, "East Angels," now approaches its conclusion, and the reader's interest is wholly absorbed in the heroic character of Margaret. A portrait of the author, printed separately on plate paper, is one of the features of this number. Edmund Kirke contributes an interesting article on the city of Cleveland, which is sumptuously illustrated. C. H. Farnham continues his Canadian articles with an entertaining paper on "Cape Breton Folk," beautifully illustrated by A. B. Frost, one of the engravings, "The Open-air Sacrament," having the place of honor as the frontispiece to the number. "She Stoops to Conquer" is continued, including the first half of Act IV, with more of Mr. Abbey's charming illustrations. David Ker, as the result of his recent visit to Africa, contributes a very instructive and valuable description of the resources and opportunies of the three great river valleys of Africa—those of the Nile, the Niger, and the Congo. A good map accompanies the paper. Mr. George William Curtis, in the Editor's Easy Chair, discusses American opera, and other subjects of social interest. An excellent Drawer is introduced by Mr. Warner, with some comments on "The New England Farmer." On the whole the number is one of unusual strength and attractiveness.

THE MARCH CENTURY.—In the frontispiece of the March Century there is a reminder that Spain has been astonishingly quiet since the death of the young king, "Emilio Castelar, the Orator." Mr. Howells, in the second part of his new novel, "The Minister's Charge," treats Lemuel Barker to an arrest and imprisonment on a false charge. The fifth part of Mrs. Mary Hallock Foote's story of mining life is a dramatic approach to the trial scene which is begun, and with which "John Bodewin's Testimony" will end, in the April number. Mr. Srockton's amusing novellette, "A Borrowed Month," concludes with a transfer of the scene from Switzerland to Albany, and with the complications produced there by the mental magic of the hero in Switzerland. Mrs. Margaretta Wetherell Kernan contributes the short story of the number, which is called "John Toner's Experiment," with a full-page sketch of "Ariana and the Signor" at the piano. This month's war article is by General Don Carlos Buell, who, in "Shiloh Reviewed," assails General Grant's paper of a year ago, and also takes issue with General Sherman. A part of General Buell's argument in favor of the claims of the Army of the Cumberland, commanded by him, is a fac-simile of a camp-map of the field handed to him by General Sherman, on the evening of the first day's fighting, and his (General Buell's) extensive revision of the official map and criticism of General Sherman's modifications thereof. In "Memoranda on the Civil War" additions to the interesting confederate "Controversies in Regard to Shiloh" are made by Colonels S. H. Lockett and Alex R. Chisholm. Major W. H. Powell makes a claim for "The Fourth Regular Infantry at Gaines's Mill," and General Longstreet corrects the statement in his February paper as to the time of the arrival of his corps on the field of the second Bull Run.

ST. NICHOLAS FOR MARCH.—The frontispiece is an engraving by Johnson of Mme. Le Brun's famous and beautiful portrait of herself, illustrating Mrs. Clement's "Art and Artists" paper on "French Painters." Mrs. Burnett's serial, "Little Lord Fauntleroy," follows with a most delicately humorous account of the young American nobleman's first interview with his aristocrtic grandfather. One of the principal features of the number is the first nine of the "St. Nicholas Dog Stories." Henry Eckford's "Wonders of the Alphabet" will be a revelation to many readers of the magazine. "George Washington," Horace E. Scudder's biographical serial, is as entertaining as fiction. Frank R. Stockton "Personally Conducts" his stay-at-home travelers to Florence and Venice. Of the short stories the most notable are "Quaker Esther's Ride," an exciting horse-story by E. Vinton Blake, and "The Great Snowball Fight." "The Brownies' Circus" leads the poetry in popular interest, and Alfred Brennan exhibits some curiosities of drawing in his clever "Minute Sketches." There is a short paper by Helen Jackson (H. H.); and "The Agassiz Association" contains the annual reports of the first hundred chapters of the association under the new arrangement.

FULL O' WIND.

During a trip on board the steamer Northwest, from Cleveland to Detroit not long since, the few passengers on the forward part of the main deck were the unwilling observers of an amusing incident. After the boat had been outside about an hour, and while every one was enjoying the cool evening air, the front door of the forward cabin opened and a curious figure emerged therefrom. It was that of a large burly looking man, carrying the air of one thoroughly familiar with all that pertains to the water and shipping craft generally. The figure was ordinarily dressed, wore a plug hat and carried in his hand a very heavy cane, which latter he used as support, he being somewhat lame. After careful survey of his surroundings he sauntered up to the very point of the bow where stood the lookout and began plying him with questions as to the size of the boat, the number of buckets in the wheels, the number of revolutions of the wheel per hour, the boat's capacity for freight and passengers, the power of the engine, the number of trips per week, the number of the crew, etc., all of which the lookout answered very promptly in monasyllables, he being a quiet fellow, and also a man of few words; but all the while attending to his duties looking for lights. These numerous queries were supplemented by a recital of a trip across the ocean as companion to the captain during which champagne and other good things were freely indulged in, and many other incidents interesting only to the pompous gentleman who was relating them. The old windbag finally became exhausted and, with a friendly good night, passed into the cabin. When he was fairly out of hearing the lookout turned to a companion with this simple comment: "He's chuck full o' wind, ain't he?"

POUNDING.

The following question, which is answered by London Engineering, will apply to many cases experienced by lake engineers:

"I would take it as a favor if some of you could enlighten me on a question regarding marine compound engines which has puzzled me:

In my experience I have frequently observed that with a high vacuum, and a comparatively high cut-off in the low pressure cylinder, say between 55 and 45 per cent, there is invariably a tendency in the low pressure crank pin brass to thump on the bottom center. I have known this to be so severe that every one on board was much annoyed by it, and at the same time the brasses were as close as prudence would permit. No doubt the first conclusion is that the cylinder is so far exhausted that nothing remains for compression but in the case I have mentioned even a considerable drawing back of the link made no difference. On the other hand, almost invariably a slight opening of the drain cock or of the starting valve on the bottom cures it instantaneously. Every sea going engineer will know what I refer to. The reason for writing to you is as follows:

"Sometime ago I was discussing the engines from an eminent firm with the superintendent, and remarked that I had found them to have the defect before mentioned in an extraordinary degree. He replied with a mysterous wink that he had cured it, but refused to give any further information."

The editor of Engineering says:

"The trouble to which our correspondent refers is undoubtedly due to the want of cushioning. With a high vacuum and ordinary valves the cushioning is insufficient even when the engine is linked up. Thom's slide valve affords a remedy, and the desired cushioning can also be obtained by cutting a notch in the edge of the valve on the steam side, so as to admit a little steam before the valve fairly opens for lead. When a drain cock is opened, as stated by our correspondent, the air which rushes in serves to form a cushion."

IRA B. BASSETT. GEORGE PRESLEY, Jr.

BASSETT & PRESLEY,

[Successors to W. H McCurdy & Co.]

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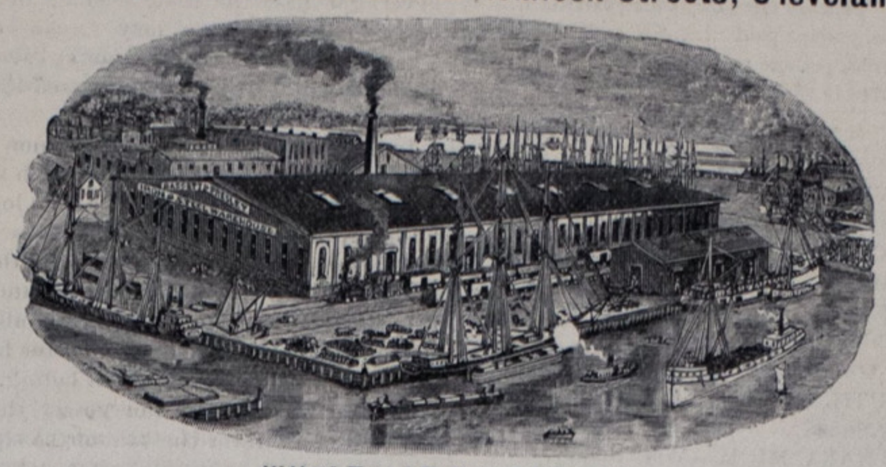

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Illustrated Catalogue and Price List Mailed on Application.

OFFICIAL NUMBERS AND SIGNAL LETTERS.

TREASURY DEPARTMENT, BUREAU OF NAVIGATION, WASHINGTON, Feb. 12, 1886.

To the Editor of the Marine Record:

Following is a list of merchant vessels of the United States to which official numbers and signal letters were assigned by the Bureau of Navigation, Treasury Department, during the week ended , Feb 20, 1886:

Official Number.	Signal Letters.	Rig.	Name of Vessel.	Tonnage. Gross.	Net.	Home Port.
			SAIL VESSELS.			
126,337	.....	Sc.	Convoy,	20.78	19.74	Beaufort, N. C.
126,339	.....	Sc.	Challenge,	37.51	37 02	Seattle, Wash.
235,871	.....	Sc.	Ella.	10.70	10.17	Brashear, La.
76,610	.....	Sc.	John J. Driscoll,	17.90	17.01	Biloxi, Miss.
76,611	.....	Sc.	Jennie Dawsey,	18 56	17.64	Shieldsboro, Miss.
91.821	.....	Sl.	Mollie,	11 76	11.18	San Francisco, Cal.
150.365	K D G R	Sc.	Puritan.	116.07	110.27	Belfast, Me.
			STEAM VESSELS.			
126,338	.....	St. p.	City of Nauvoo,	.....	56 24	Nauvoo, Ill.
120,632	.....	St. s.	Falcon,	117.30	59 03	Wilmington, N. C.
140,817	.....	St. p.	Louisa Storm,	31.35	29.35	Brashear, La.
			UNRIGG'D VESSELS.			
39.657	.....	Barge.	George Hughes.	241.97	233 99	Perth Amboy, N J.

JARVIS PATTEN, Commissioner of Navigation.

The Nickel Plate!

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Trains leave and arrive at the Union Depot, Van Buren street, Chicago, and N Y, L E & W R'y depot at Buffalo.

EASTWARD.	Arrive.	Depart.
Buffalo Passenger	*10 40 A M	*10 45 A M
Chicago Passenger	*9 02 P M	.....
Local Freight	*11 45 A M	*12 15 P M
WESTWARD.	Arrive.	Depart.
Chicago Passenger	.....	*6 45 A M
Fostoria Pascenger	*4 46 P M	*4 51 P M
Local Freight	*12 20 P M	*12 50 P M

ROCKY RIVER ACCOMMODATION.
Depart—*7:45 a. m., *1:35 p. m.
EUCLID ACCOMMODATION.
Depart—*6 24 a. m., *9:10 a. m,. *5:05 p. m.
*Daily except Sunday.

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For information, call on nearest agent of the Company, or address B. F. HORNER, Gen'l Passenger Agent,

LEWIS WILLIAMS, General Manager. Cleveland, O.

Barge C. N. Johnson for Sale.

The undrsigned, administrator of the estate of Thos. W. Weeks will offer the barge C. N. Johnson for sale at public auction on Thursday, March 11, 1886, at 2 o'clock p. m. of that day. Sale will take plaoe in Marine City, at the vessel. W. B. MORLEY, Administrator.

BARGE SYLVIA MORTON FOR SALE.

The barge Sylvia Morton, laid up at Springwells, Detroit, is offered for sale cheap She was largely repaired and calked last season. Length 123 feet, breadth 25 feet, depth 9 feet and measures 179.40 tons.

LAKE SHORE & MICHIGAN SOUTHERN.

Commencing Sunday, Nov. 29 1885, at 12 o'clock noon the time given in the figures below is the new standard (Ninetieth meridian) time, which is thirty-three minutes slower than Cleveland time proper.

Eastward.	Arrive	Depart.
No 4, Fast Limited Express	*2 55 A M	*3 05 A M
No 8, N Y, B & A Express	*8 25 A M	*8 50 A M
No 26, Elyria Accommodation	†7 45 A M	.....
No 24, Buffalo Ac'm via Sandusky	†10 30 A M	†10 50 A M
No 24, Toledo Accom via Norwalk	†10 30 A M	†10 50 A M
No 12, N Y & B Fast Express	*2 10 P M	*2 45 P M
No. 14, Special New York Ex	.....	3 00 P M
No 2, Night Ex via Norwalk	9 40 P M	†10 00 P M
No 22, Night Ex via Sandusky	†9 40 P M	.....
No 26, Conneaut Accommodation	†4 25 P M	.....
Westward.	Arrive.	Depart.
No 1, Fast Limited Express	*12 15 A M	*12 25 A M
No 23, Mich Express via Sandusky	*2 15 A M	
No 3, Chicago Express via "	‡6 00 A M	6 30 A M
No 25, Mich Accom Norwalk	.....	†6 30 A M
No 21, Toledo Ex via Norwalk	†12 50 P M	†3 30 P M
No 5, St Louis Ex via Sandusky	*10 50 A M	*11 00 A M
No 9, Chi Pac Ex via Norwalk	6 15 P M	*6 40 P M
No 31, Elyria ac to Elyria only	.....	†4 30 P M
No 27, Conneaut Accommodation	†8 10 A M	.....

Sunday train for Nottingham—Depart 8:15 a. m, and 1:45 p. m.; returning, leave Nottingham at 8:50 a. m, and 3:45 p. m.

Reference marks—* Daily, † daily, except Sunday, ‡ daily, except Monday.

A local Cleveland and New York sleeper daily on No. 12, leaving Cleveland at 2 45 p. m.; arrive Grand Central depot, New York, 10 30 a. m

For full information as to trains and connections apply at the Union ticket office, corner Bank and Superior streets, under Mercantile Bank.

Marine Record.

Published Every Thursday at 144 Superior Street, [Leader Building] Cleveland, O.

A. A. POMEROY, EDITOR AND PROP'R.

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CLEVELAND, O.—G. F. Bowman, corner of Pearl and Detroit Streets.

CHICAGO, ILL.—Joseph Gray, 9 West Randolph Street.

BUFFALO, N. Y.—A. C. Brideson, Michigan Swing Bridge.

Also, Miss McCabe, Elk Street, near Ohio.

DULUTH, MINN.—C. F. Johnson, 117 West Superior Street.

ESCANABA, MICH.—Wm. Godley.

Subscribers and others are respectfully invited to use the columns of the MARINE RECORD for the discussion of pertinent topics.

ADVERTISING RATES MADE KNOWN ON APPLICATION.

Entered at the Post Office at Cleveland as second-class mail matter.

CLEVELAND, OHIO, THURSDAY, MARCH 4.

GRAIN SHORTAGE.

One of the questions likely to be the most prominent before lake men during the coming season is that of shortage in grain cargoes. We assume that as such shortages have been numerous in the past years, and as no measures to correct the evil are likely to be taken by the elevator people, the vessel men must do all in their power to make a successful stand against the outrage, and adopt a proper course to insure that end. In another column of this edition will be found Judge Brown's decision in the case of Robert Law, (owner of schooner Lizzie A. Law,) vs. J. E. Bottsford et al, (consignors and also consignees) to recover the value of 496 bushels of wheat deducted from the freight money of the schooner.

This as a test case, and the decision of Judge Brown as a precedent, add great strength to the cause of the vessel owner and will stand in the same relation to four bushels as it does to four hundred bushels and accurate accounts should be kept by masters of shortages at each elevator, the accounts being kept separate. While the elevator people have the advantage in their ability to withhold payment for apparent shortage, and thus keep the master out of the use of so much of the earnings of his vessel, he will now have the courage to adopt the remedy to recover with a fair, we may say certain, chance of success, inasmuch as Judge Brown has declared that the master has a right to show that he has delivered all the cargo he received, which has been heretofore denied him. The theory cannot be successfully established that the case of the plaintiff was won here because of weak bills of lading, giving the vessel more scope than those instruments usually do, for these bills contained the stipulation that, "It is agreed between the carriers and shippers and assigns that in consideration of the freight hereon named, the said carriers have supervised the weighing of said cargo inboard and hereby agree that this bill of lading shall be conclusive as between shippers and assigns, and carriers, as to the quantity of cargo to be delivered to consignees at the port of destination, and that they will deliver the full quantity hereon named, or pay for any part of the cargo not delivered at the current market price, the value hereof to be deducted from the freight money by consignors, if they shall so elect, and thereupon the carrier shall be subrogated to the shippers' and owners' rights of property therefor.

It can not be questioned that the foregoing provides as strong a defense as any bill of lading likely to be accepted by any master, and may therefore be looked upon as the limit of strength in favor of the elevator men and involves the mystery of the elevators. But this is not the only line of defense enjoyed by the elevators, as it was shown that a portion of the cargo was taken from one hatch and wheeled over to another in order to trim the vessel for crossing the Lime Kilns. But the judge held that the burden of proof was upon defendants to show that in the transfer any of the grain was lost.

The theory will not obtain that grain shrinks while in transit over water any more than one that rice will lose bulk by boiling, neither can it be held that any amount of grain will feed the fishes through the seams of a graintight vessel, but it is possible that grain may escape from grain tight schutes in elevators while passing through different floors to the vessel, especially if there is a disconnection and the mate of the vessel is on the wrong floor, and it has been recited, and it is now a legend, that such circumstances often happen, as the last mentioned where many bushels of grain weighed in never got past the first, second, or third floor. The tally men may swear to the amount tallied but they cannot swear to the quantity which reached and passed into the vessel.

Judge Brown in reaching a common sense decision defines a good point, which shows he is master of the sequence of the logic in this case, that the bill of lading was made to obviate the difficulties usually thrown in the way of deducting shortage and that the consignors of the grain were also the owners, and insists that the master had no more authority to sign a bill of lading, for a cargo that was not in the vessel than he had to sign a bill for the sale of the ship, as was obviously done in this instance, but that the owner of the vessel may. The amount of freight money on the 496 bushels short is involved in the same point and it was held by the judge that if the mistake was made at the Port Huron end of the route, which the Messrs. Bottsford deny, the vessel was not entitled to freight on that quantity, but, if the mistake was made at the Buffalo end, where the shortage was discovered, as alleged, then the vessel was entitled to freight money on that number of bushels. The Buffalo elevator people, at the time, strenously denied that the mistake was with them.

While maintaining the belief that owners of vessels must, by united and persistent efforts, thwart the schemes of the elevator people, we do not wish to be charged with ignoring the rights of the owners of the grain, but we do insist that if the vessel has been able to show that she has delivered all she received, it is in order for the owner of the grain to investigate and unravel the mystery of the elevator tribe, to whom he must look for satisfaction.

THE changes noted in the RECORD last week regarding the geographical limits of the Supervising Inspectors districts and other matter is as follows:

Resolved, That this Board earnestly recommend, as an additional safeguard against accidents, that all steamers of twenty-five tons and over, navigating the waters of the United States flowing into the Gulf of Mexico, shall be provided with tubes of proper size, so arranged as to return the sound of engine bells to the pilot house.

The Board also adopted a new blank form of application for officers' licenses on Western and Southern rivers, which are to be used as soon as printed by the Department, to the exclusion of the forms now in use, in the Fourth, Fifth, Sixth, Seventh, and Tenth Supervising Inspection Districts. They will be known as Form 2124*a*, (Western Rivers,) for masters, pilots, and mates; and Form 2124*b*, (Western Rivers,) for engineers. Local inspectors in the districts named will make special requisitions for a sufficient supply for their respective districts.

The Board authorized changes in the geographical division of the Fifth and Eighth Supervising Inspection Districts as indicated in *italics* in the following description of said districts:

Fifth District embraces the Upper Mississippi river and its tributaries, above Keokuk, Iowa; the Red River of the North; and that part of the Missouri river and its tributaries above Yankton, Dak., *and all that portion of Lake Superior bounded by the State of Minnesota.*

Eighth District embraces all the waters of the lakes north and west of Lake Erie, with their tributaries, *except that portion of Lake Superior which is bounded by the State of Minnesota*, and also includes the upper portion of the Illinois river down to and including Peoria, Ill.

As a large amount of the lake tonnage is owned at Cleveland any move for the enhancement of the value of the property should recover full and unqualified support of Cleveland men, and it is the policy of Cleveland owners to be largely represented at the meeting of the Vessel Owners Association, to be held in Buffalo on Wednesday, the 10th inst. Questions of much interest to owners will come before the meeting for discussion, including the steam shovel charges, grain shortage and the effects of the Lizzie A. Law decision and its bearing on bills of lading. It is to be believed that the present limited membership of Cleveland owners in the Association will be increased, and that all will take greater interest in the good work the association has marked out and can accomplish if it has the necessary support.

SOME person interested in the improvement of Chicago harbor and the rights of vessel men to necessary facilities on the lake front at that port should endeavor to discover and remove the obstacles which deter District Attorney Tuthill from investigating and reporting upon the encroachments of the Illinois railroad. Mr. Tuthill's pretext in objecting to conform to the instructions of the war department is that there has been no appropriation made to indemnify him for his services, which is broadly suggestive of the quaint adage that a "bird in the hand is worth two in the bush," or "nest hiding," as it were.

THE great need of a lighthouse at Two Harbors has been laid before the lighthouse board, and it will now be the duty of vessel owners and masters to stimulate Representative Foran to give it all the support that this great interest of navigation demands, as there are over 300,000 tons of ore shipped annually from Two Harbors.

LAKE CARRIERS' ASSOCIATION.

BUFFALO, March 2.

To the Editor of the Marine Record.

The annual meeting of the members of the Lake Carriers' Association will be held at Buffalo in the committee rooms of the Merchants' Exchange on Wednesday, March 10, at 10 a. m. The president will submit a brief report, showing the origin and purpose of the association, its work during the past year, and its plans for the future. A new board of managers will be elected, and other business of much importance will be brought before the meeting. The present status of the negotiations with the Chicago board of trade for the establishment of a uniform form of lake, and lake and rail bill of lading will be shown. Also, what has been done toward securing a reduction in the charges for shoveling grain at Buffalo, and the prospect for ultimate success. Criticism will be invited, and suggestions for the future.

It is expected that the meeting will be one of unusual interest, and as large an attendance of vessel men as possible is desired. It is hoped that all the members will attend who can do so, and it is especially desired that all of the present board of managers should make a point of being present. Members are urged to make an effort to bring other vessel men with them.

It is expected that reduced rates of transportation will be secured on the railroads between Chicago and Buffalo. Notice will be given in the daily press of the concession obtained.

OIL ON THE WATER.

PEQUAMING, MICH., March 1.

To the Editor of the Marine Record:

I have noticed lately a great deal in the RECORD about pouring oil on the water. If it will not take too much space in your paper I will state my experience in regard to oil. Last October I was bound from this port to Duluth, with three scows heavily laden with lumber. When off Porcupine mountains a heavy gale sprang up from the east. It was not very long before my scows were coming sidewise as well as endwise and the seas were breaking entirely over them. I asked the engineer how much oil he had. He said, "lots of it." I then ordered a small stream of the oil to be dropped into the water. It was not long before it reached the end scow, and there was not another sea broke on the decks of my tow. Of course we were running before the wind and made a lee under Michigan island. I am satisfied that if we had not used the oil I should have lost my entire tow. I must say that it is a good thing in many cases. We shall use it a great deal this year in rafting.

CAPTAIN JAY HURSLEY.

OBITUARY.

Another of the old lake veterans has passed away, Captain Oliver Drovillard, at his residence in Detroit, Wednesday evening, at the age of 68 years. He was of French origin, and was born in Detroit. He commenced life upon the lakes in 1834, chiefly on sail vessels, and was well acquainted on the upper lakes. The two last vessels he sailed were the New Hampshire and the Mona, of which he was part owner, but for the past three years he has lived in retirement. The cause of his death was congestion of the liver. He leaves a wife and three grown up sons. Captain Drovillard was widely known by lake men and had many friends.

STEAMSHIP CIENFUEGOS.

HARBOR CIENFUEGOS, February 14.

Special Correspondence to the Marine Record:

I take the opportunity of dropping you a few lines. You will recognize in me one of the subscribers of your valuable journal, and as my subscription may possibly run out before my return, I thought it but right to ask you to do me the favor to continue the same.

We had a hurricane for three days between Cape Hatteras and the Bahama Islands. This line calls at Nassua, N. P., both ways. It is composed of the following steamships, which are the most popular out of New York: Steamship Cienfuegos and Santiago, calling at Nassau; Santiago de Cuba, Cienfuegos at Guantanamo. The Havana steamships are Newport, Saratoga and Niagara.

Mr. Smith and family, of Detroit, whose acquaintance I had the pleasure of making, were passengers to Nassau. I believe he is the owner of the well known raft towing steamers Schoolcraft and Manistique.

In conclusion I wish to add that an accident has occurred to our steamer which you may have heard ere this. Cienfuegos being a natural harbor, has a narrow entrance with a bend in it, and a vessel of any size may pass in or out without any difficulty. It is the custom of sailing vessels, when getting under weigh, to do so very early in the morning so as to take advantage of the land breeze; sometimes as early as 2 a. m., as they have to heave up their anchors. We had a pilot on board and as the wind was very light we overhauled a barque, going out in tow of a tug, about half a mile inside the bend. Our captain signaled with the intention of passing her on our port hand, but as the tug took a sheer our captain ported to avoid sinking the tug or the barque. The consequence was we went ashore on a very abrupt bank mixed with coral, and stove a hole in our bow from the 10 foot mark for 15 feet under our fore foot, turning our stem and plates over to port for a depth of 3 feet, leaving a hole between the first, second to third angle iron frames large enough to admit a man's body. Her water-tight bulkhead saved the ship.

The Cienfuegos has been here two weeks with all the cargo out forward, and Mr. Rodman and Mr. Raymond, the ship ironer, of the firm of John Roach & Son, arrived to make repairs.

BOATSWAIN.

Continued from first page.

DETROIT.

Special to the Marine Record.

March 2.—The present cold snap which set in on the 26th ult. and continues at this writing to hold over, proves the severest of the winter so far at least as concerns navigation on the Detroit river. The ice has seriously interfered with the movements of the ferry steamers, and yesterday they were hemmed in midway of the channel and were released by those at liberty to render assistance, including the mammoth steamer Lansdowne which until now has bid defiance to ice barriers. This is mainly caused by shelving which has created a thickness from eight to ten feet. This state of things has not occurred for several years past.

Contrary to what was predicted in my last letter the breach between the shipbuilders and carpenters seems no nearer settlement than at the commencement. The latter have avowed their determination to hold out until their demands are complied with. In the rupture thus far it appears that the ship joiners have taken no hand in the matter for the reason that they have no sores which require healing, and consequently keep right along with their work so far as required. As was stated in my last letter Cuddy & Doran, outside jobbers, had a few men employed at work on Captain Grummond's steamers, who demanded an increase of pay. Captain Grummond told the jobbers to keep the men and comply with their demands which, for a time, settled the difficulty, but when made known to the majority they too were compelled to knock off. To a visitor yesterday the shipyards presented a holiday appearance and no workmen in sight. This being the state of affairs such work as must absolutely go forward, if not carried out here, must go elsewhere as soon as time and weather will permit, and to this end it is stated that the steamer Northwest, now lying at the Detroit drydock, will be taken to Craig's shipyard at Trenton for reconstruction as soon as the ice is out of the way so that she can get there.

Another narrow escape from drowning occurred on the river recently by an individual named Thomas Massel making a foolhardy attempt to cross the stream in a skiff at or near Sandwich Point. He saw something floating down the stream which to him seemed a valuable prize, and he pulled out for its recovery. When about fifteen rods from shore his shell was overturned by a cake of ice. He found refuge on the ice, but the skiff passed on down stream. The ice neared the shore where fortunately he effected a landing, nearly frozen, and more dead than alive.

Captain Charles Hanscombe who, a year

or two since, sold out his vessel, disposed of his vessel interests, and retired from the lakes, making his home in Detroit, has been ruralizing for a few months past in the country, and lost to view. He returned to the city a few days since and came to anchor for the remainder of the winter. He formerly owned the schooner Belle Hanscombe and has followed the lakes, commencing in the early era of navigation, meanwhile making voyages to sea.

The admiralty court continues in full blast, and decisions, more or less of special interest, are occasionally being rendered. One noteworthy in its character came to a finale yesterday. It appears that in June last the schooner Two Fannies, bound westward, got into difficulty on Lake Huron and sought refuge in Sand Beach harbor, when the captain telegraphed the owners in Chicago for instructions as to how to proceed. The agent of the Ætna Insurance Company directed their marine inspector to attend to the programme, who accordingly invited bids for the rescue of the vessel and finally accepted that of the Detroit Tug & Transit Company who dispatched the tug Balize to the scene of operations. On arriving there the captain informed them that he had arranged with the tug Castle to tow him to a place for repairs and refused the services of the Balize. It was on this point the whole case hinged. Judge Brown held that a contract made with the wrecking master, acting under instructions from Chicago, such as above noted, must be binding on the company, and therefore decided the case in favor of the Balize. The decision has created much interest on the part of wrecking masters who are employed by insurance companies.

Another case on the docket which has been tried, though the decision at this writing has not been rendered, is also of noteworthy character. During the month of September last while the tug Winslow was wrecking the schooner Wyandotte, stranded at or near Oscoda, Lake Huron, the tow line, which led from the tow post around a cleat, parted, injuring severely two men who were assisting in the job. One of the men named John Delaney had his shoulder dislocated and his right leg broken in three places. The other, Wm. McCarthy, had his right knee badly injured. Both commenced suit against Captain Grummond, owner of the Winslow, each claiming $10,000 damages. They based their claim on the ground that the cleat was insecure, otherwise rotten and not trustworthy. Opinions vary widely as to the outcome of the decision.

A case has just been decided against the schooner Corsican in favor of Theo Macleod and Captain Wm. A. Mills, for sums amounting to $41 and $14.50 respectively.

A suit is also in progress wherein Moffat's Tug Line prosecutes Corwell & Currie, of Port Huron, who last year were the managers of the line at that port.

A suit in the hands of the court but not yet decided, is of the following character: During the night of September 20, 1881, a collision took place on the Detroit river, above Windsor on the Canada side, between the steambarge S. J. Macey and the Canadian schooner Victor, the latter bound down, in tow of the tug Jerome. The vessel sank immediately after the collision. She was owned by Edward Browne, of Hamilton, Ont., who libeled the tug in the sum of $10,000 damages, claiming that the tug was wholly in fault.

O. G. Flint who represents the Ætna Insurance Company at Buffalo, was in the city on Friday, homeward bound, with wind and weather in his favor. On the same day Captain James Davidson, of Bay City, made a brief call at this port.

Thomas Maytham, of Buffalo, who, a few days since, invested largely at the auction sale of Murphy's tugs, was here on Saturday, settling and closing up his purchases with the announcement of entering largely into the wrecking business.

Captain A. H. Mills, the well known tug owner in this city, is nursing congestive chills which, for some time, have marred his winter pastime.

Captain James Millen, the lately appointed Star line manager, is having the brick warehouse, at the foot of Griswold street, reconstructed and fitted up with offices and storage facilities which, when completed, will be among the finest on the river.

The Marine Engineers Beneficial Association No. 3 has adopted the following resolutions:

Resolved, That Marine Engineers' Beneficial Association No. 3 is opposed to the bill of Senator Cockrell for reducing the number of inspectors of steam vessels, as the reduction would tend to impose a hardship and expense on the owners and licensed officers of steam vessels.

Resolved, That we disapprove of the reduction of the salaries of local and supervising inspectors, as men qualified to fill the office will refuse to accept it for a less salary than is now paid. The office would be degraded and the efficiency destroyed by incompetent men.

Resolved, That we are opposed to the merging of the office of supervising inspector general into that now filled by the commissioner of navigation, as it would tend to lessen the efficiency of the inspection service, as the duty of the commissioner of navigation is sufficient for one man if performed as intended by the bill creating that office.

Resolved, That a copy of these resolutions be forwarded to the senators and representatives in congress from this state.

HALL.

SAUGATUCK.

Special to the Marine Record.

The warm weather of the past few days has been favorable for the shipyards here, and work has been pushed.

The Brittain Transportation Company's new barge is fairly begun and work will be pushed as fast as possible. She is to be about the size of the J. C. Suit and designed for the lumber trade. Captain Parks, last year of the Suit, will take a one-half interest in her, and have command. Captain R. Reid takes Captain Parks' place in the Suit.

The work on Hart Brothers' steamer Welcome, of Green Bay, is fast approaching completion.

The steamer Douglass has been strengthened with new keelsons and converted into a full cabin passenger boat. She presents a very neat appearance and will be one of the finest little passenger boats on Lake Michigan. Captain D. Cummings superintends her repairs.

At Elliot's yard, beside Brittain's new boat, the tug A. B. Ward, of Chicago, is about completed and only awaits the opening of the river, when she will be launched.

John Martel has a fine new tug's hull in his yard for sale.

Captain W. G. Phelps who has been very sick for some weeks with diphtheria is said to be slowly convalescing.

Captain Robinson will command the popular river steamer Alice Purdy.

There is but little ice in the lake here, but what there is hangs to the east shore and prevents the fishing fleet from getting out.

The steamer barge Otis, of which Captain Wm. Turnbull, is master and one-half owner will run wild in the lumber trade, all the company's lumber having been sold to eastern parties.

G. T. Arnold, of the fishing firm of Coates & Arnold, of Mackinaw, is in town on business.

QUE.

SANDUSKY.

Special to the Marine Record.

The passenger and freight propeller American Eagle, Captain T. J. Magle commenced running to the Islands on the 16th of February and succeeded in making daily trips until Saturday last when she arrived from the Islands somewhat late in consequence of the heavy ice, Captain Magle, having about 50 passengers wishing to get back to their homes, and considerable freight on board, started for the Islands during the afternoon and succeeded in getting through the ice in the bay, but found the ice outside too much for the boat to get through, some of it being 26 inches in thickness, so that he was forced to return to Sandusky. Captain Magle started out again on Monday and Tuesday, but with no better success and unless the weather moderates the Eagle will not make flying trips to the Islands yet awhile. Several skaters have arrived from Middle Island the last few days.

The steambarge Red Jacket is getting new deck beams and decks throughout and some general repairs.

Captain W. W. Collins will give his schooner Irene a general overhauling and make necessary repairs to put her in good shape for next season's work.

The barge Wend the-Wave, Captain J. S. Ellis will get some repairs and a fresh coat of paint.

The side wheel steamer R. B. Hayes, Captain Slackford, is getting a new hurricane deck from the pilot house to the stem, this will give much greater accommodation to passengers.

The tug Annie Robinson has received a new smokestack and breeching.

The Mystic has had a thorough recalking outside, new legs to her boiler and her machinery a thorough overhauling.

The tug J. W. Bennett has had a thorough overhauling and calking, new timber heads and tow posts, some improvements to her cabin. Her pilot house will be put further back.

The steambarge Norman will be commanded by Captain W. P. Wheeler. She has received new decks and deck frames, aft, new engine and boiler houses and cabins, and had her engine put in thorough repair. She was on fire last fall.

Barney & Kilby, engine manufacturers and machinists, are doing repairs on several steamers laid up here.

Captain J. B. Hart has added to his workshop a new planer 24 inches square, 7 feet bed, new lathe, 30 inches swing, 12 feet bed and a new upright drill. He is building a marine engine 10x12 with double crank for Captain David Dessault, new steambarge, he will also supply the boiler of steel 4x8 and a sheriffs 4 feet 6 inches wheel, he is also doing some repairs on tugs laid up here.

Captain David Dessault is building a steambarge 80 feet over all, 19 feet beam, 5 feet depth of hold. She will be launched as soon as the weather breaks up. Captain Dessault will command her.

WILLIAMS.

VERMILLION.

Special to the Marine Record.

J. C. Gilchrist & Company have added a saw mill and jig mill to their shipyard to facilitate work. They are rebuilding the schooner H. Fitzhugh, giving the schooner Phineas S. Marsh new upper works, putting new decks on the schooners . Foster and W. S. Crossthwaite, recalking the topsides of the schooners B. F. Bruce and S. H. Foster, giving the barge J. T. Johnson considerable repairs, the schooner Havana some new floor.

Captain Donegan was here from Chicago looking over the schooner P. S. Marsh, with a view to purchasing her.

The schooner M. Stalker has had a thorough overhauling and calking.

The schooner Melvin S. Bacon has been thoroughly overhauled and recalked.

W.

MT. CLEMENS.

Special to the Marine Record.

The work on the new barge building for the Tonawanda Barge line, is progressing rapidly. She will be all planked inside this week. There are about forty-five men at work upon her.

Following are the appointments for the season: Steambarge Handy Boy, Captain Dan Barry; steambarge J. S. Ruby, Captain J. S. Ruby; steambarge City of Mt. Clemens, Captain Gilbert Lacroyx; steambarge Ida Burton, Captain John Tucker passenger steamer Ida, Captain Albert Tucker; steambarge Florence, Captain John Distrois; steambarge Windsor, Captain John Scott. Captain Webb goes in the same boat that he was in last season, the towbarge Virginius.

They have been doing some painting on some of the boats here, but owing to the cold snap they were obliged to stop.

L.

FRANKFORT.

Special to the Marine Record

The tug L. Q. Rawson, Captain Henry Robertson, arrived from Manistee on February 27, at which place she had been all winter, receiving a new boiler, etc. She is now in good shape for the fishing trade.

Propeller Sanfort made a round trip to Manistee and returned to-day (March 1st). It is a bright clear day and Lake Michigan is as calm as a mirror. The old adage, you know, says, "If March comes in like a lamb she will go out like a lion," so look out for stormy weather.

A party of Frankfortites are looking about to purchase a small propeller to put on the route between Manistee and Charlevoix Shore route.

BURMEISTER.

TOLEDO.

The Ohio Central Barge and Coal Company's fleet will be composed of the following boats the coming season: Steamers George Spencer, Kasota, Wallula, and Hiawatha; schooners Minnehaha, David Dows, and George W. Adams. Besides these three others will be purchased. Thomas Wilson, of Cleveland, will be manager of the line. Last year the company sold out of Toledo 2,000,000 tons of coal. The line will carry all the ore from Agate Bay, twenty miles from Duluth, under contract, to Ohio ports. This will amount to over 200,000 tons.

KINGSTON.

Captain W. H. Taylor, inspector of hulls for the underwriters' association, has resigned his position. It is probable that his son, Captain Thomas Taylor, will succeed him.

Hall & Co., of Ogdensburg, have purchased the schooner Bolivia now on the marine railway there and will transform her into a barge. The Bolivia is the schooner which suffered so severely in the gale last fall and was covered with a coating of ice an inch thick when she arrived at Kingston. After leaving here she sprung aleak, and was run ashore below Milton island, losing most of her cargo of grain. It is said she will have a capacity of 800 tons of coal, when converted into a barge.

Following are the directors of the Ontario and Richelieu Navigation Co., recently appointed:

Messrs. Lajoie and Plimsoll were appointed auditors. Mr. L. S. Senecal was elected chairman, and Messrs. Alex Murray, Alph Desjardina, J. B. Renaud, John McDougall, Hon. Henry Starnes, Hyac Beauchemin, A. B. Chaffee, and Elie Senecal, directors. At a shareholders' meeting at 2 o'clock. Mr. Mills Williams moved, and was seconded by Mr. W. G. Murray, that the company be authorized to increase the capital stock to $200,000 to acquire the stock and properties of the Longueuil and Laprairie Navigation Companies. Carried. The directors subsequently re-elected Mr. L. A. Senecal president and Mr. Alex Murray vice president.

PORT HURON.

For the 10-16th of the Siberia Moore, Bartow & Gilchrist and others paid $53,125.

The tow barge Keating owned in this city has been sold to Saginaw parties.

The steamer Mary will be put on the river route the coming week if the ice is not running too heavy.

The tow barge Dunford is receiving a thorough overhauling at the yard of Dunford & Alverson.

The steambarge Burlington now lying in Black River has been told to Captain Burrington, of Bay City.

Pretty much all of the steamboat and vessel captains of this city have secured boats for the coming season.

It is probable that the steamer Mary will be placed on the river route next week, as the ice in the river is gradually breaking up.

The Star line has bought Moses W. Field's property, on the southern corner of Griswould and Atwater streets Detroit, and will put up a two-story office brick building 100 feet square, from plans by A. C. Varney.

OSWEGO.

Paul Matotte and W. H. Gainge are building a steam fishing boat at the Lime Kiln pier, foot of East Eleventh street. The boat will be thirty feet in length, eight feet beam and six feet depth of hold and to carry about one and one-half tons of fish. The engine will be built at the Vulcan Iron Works. B. E. Ingersoll will engage with them in the fishing business.

AMHERSTBURG.

Captain Campbell's men have nearly finished the work of rebuilding Dunbar's dredge, Wild Irishman, and work will be commenced on the Limekiln crossing as early in the spring as the ice will allow.

CHARACTERISTICS OF MISSISSIPPI RIVER STEAMBOAT MEN.

BY THE SECOND ENGINEER.

Written for the Marine Record.

PART XIII.

When an engineer ships a new "striker" the first instruction he gives him, after backing out, is how to carry the water, and the order is generally worded something as follows: "Carry two cocks scant," or "carry two cocks flush," or "just keep the water in the top cock on the upper side," these orders being given in accordance with the surroundings, combined with the special theory of the engineer.

In setting steamboat boilers they usually, on packets, set them slightly by "the head" so that the forward end will be the lowest when the boat is light. The engineer does this so that under all circumstances he will have the greater body of water in the end of the boiler where the most heat is. It is necessary then, for the engineer to watch the loading of the boat, so that he may know just how to carry the water under every condition and with every kind of load. After the striker gets his orders he generally regulates the "doctor" as it becomes necessary to do in order to carry water steady, and if he performs his duty carefully the engineer will say nothing to him although his ear and eye are ever on the alert to detect any wrong act or dereliction of duty. To carry the water properly requires skill and takes close and careful watching, and the following points are always to be considered: How often is it necessary to blow out, and whether the boat makes steam easy or not, and the condition of the water, and lastly the number of landings to be made.

HOWARD H. BAKER & CO.,
Ship Chandlers and Sail Makers,
HAVE REMOVED TO THEIR NEW AND COMMODIOUS STORE,
18 to 26 Terrace,
Corner of Commercial and Pearl Streets'
BUFFALO, N. Y.

HARBOR OF REFUGE, LAKE HURON.

PROPOSALS FOR BUILDING A STEAM LAUNCH United States Engineer Office, 34 Congress street, west, Detroit, Michigan, March 1. 1886, Sealed proposals, in triplicate, will be received at this office until 2 o'clock p. m., on March 31, 1886, at which time and place they will be opened in presence of bidders, for building one steam launch. The government reserves the right to reject any or all proposals.

Blank proposals and full information as to the manner of bidding, conditions to be observed by bidders, and terms of contract and payment, will be furnished on application to this office.

O. M. POE, Lieut-Col. of Engineers.
Bvt. Brig. Gen. U. S. A.

HISTORY OF LAKE NAVIGATION.

BY J. W. HALL.

Written for the Marine Record.

CHAPTER LIX.

In 1861 there were in commission on the northern lakes one hundred and forty-seven sidewheel steamers, aggregating 64,669 tons, valuation $2,668,900; two hundred and three propellers, 690,51 tons, valuation $2,804,900; sixty-two barques, 25,118 tons, valuation $626,800; thirty six brigs, 24,871 tons, valuation $501,100; nine hundred and eighty-nine schooners, 204,900 tons, valuation $5,248,900; sloops 15 tonnage, 2,800 tons, valuation $11,850. Total number of all classes, 1,502; total tonnage, 383,309 tons; total valuation, $11,862,450.

Navigation between Detroit and Port Huron commenced March 11. The steamer Ruby, Captain C. F. Moore, reached the latter port on that date. Propeller Cleveland arrived at Port Colborne April 10, and from Buffalo April 13, propeller Queen of the Lakes sailed for Lake Superior. The Sault canal was clear May 3, steamer Michigan, Captain Albert Stewart, first boat through. Straits of Mackinaw open April 25, propeller Prairie State, the first boat through, bound eastward.

The appointments on the Lake Superior route were as follows:

Steamer Planet, Captain Joseph Nicholson; agents, S. P. Brady & Co.

Steamer City of Cleveland, Captain G. H. Ryder; agents, S. P. Brady & Co.

Steamer Cleveland, Captain F. S. Miller; agents, J. Hutchings & Co.

Steamer Illinois, Captain J. Halloran; agents, Williams & Co.

Steamer North Star, Captain B. G. Sweet; agents, S. P. Brady & Co.

Propeller Iron City, Captain J. E. Turner; agents, S. P. Brady & Co.

Propeller Northern Light, Captain J. Spaulding; agents, S. P. Brady & Co.

Steamer May Queen, E. R. Viger, between Detroit and Cleveland.

Steamer Ocean, Captain R. G. Evans, between Detroit and Cleveland.

Steamer T. Whitney, Captain S. F. At wood, Detroit and Sandusky.

Steamer Olive Branch, Captain F. Gore, Detroit and Gibraltar.

Steamer Forester, Captain J. P. Ward, Detroit and Port Huron.

Steamer Canadian, Captain Waddell, Detroit and Chatham.

Propeller Stockman, Captain James, Detroit and Port Huron.

Propeller Bay State, Captain J. Brown, to Lake Ontario.

Propeller Rescue, Captain R. Bouter, to Owen Sound.

Propeller Ontario, Captain Williams, to Ogdensburg.

The propellers Comet, Marquette and Cuyahoga formed the Buffalo & Green Bay line, in connection with the N. Y. & C. Railroad.

The schooner Fashion, which during the latter part of 1860, made a voyage to the seaboard, returned to the lakes in June, 1861, and entered into the grain trade between Lake Michigan and lower ports, commanded by Captain James Draper, who made the voyage to Boston in her.

The lake freights on wheat and corn, between Chicago and Buffalo during each month, were as follows: Wheat, May, 7c, June 6@8c, July 5@7c, August 10c, September 14c, October 18c, November 16c. Corn, May 6c, June 6c, July 5c, August 8c, September 12@9c, October 17c, November 14c. The highest rate on wheat for the season of 1861 was 26c; average on wheat for season, 11c. The quantity of flour received at Chicago in 1861 was 1,479,284 barrels, wheat 17,385,002 bushels, corn 26,369,989 bushels, oats 2,067,018 bushels, rye 490,989 bushels, barley 457,589 bushels.

The improvement in the lake trade reduced the number of vessels going to Europe, and only five vessels went to sea, one of which did not reach her destination. With one exception these vessels took out cargoes of wheat.

A Boston party came to Cleveland and ordered the construction of a vessel of 215 tons burden, for the coasting trade, which was built by Ira Lafrinier, the owners being G. P. Bearse & Co., of Boston, Mass. She left during the latter part of the season, with a cargo of lumber for that city.

Five of the six revenue cutters, all schooners of about sixty tons burden, were sent to New York city. These were the Jacob Thompson, Captain T. S Thompson; A. V. Brown, Captain D. Ottinger; Isaac Toucey, Captain Brown; J. S. Black, Captain Lanagan, and the Howell Cobb, Captain Williams. They were all built at Milan, costing a good round sum, and were valueless for the purposes intended owing to the want of size and mode of propulsion.

The following vessels came out in 1861, the details showing by whom built, tonnage, and where they were owned:

Propeller Lady Franklin, 359 tons, built by J. Simpson at Chicago, and owned by J. Edwards.

Propeller Union, 434 tons, built by W. W. Bates at Manitowoc, owned by A. E. Goodrich.

Propeller Detroit, 397 tons, built by Peck & Masters, at Cleveland, owned by J. T. Whiting.

Propeller Empire, 393 tons, built by Quayle & Martin, Cleveland, owned by N. T. Co.

Bark Golden West, 616 tons, built by B. B. Jones, at Milwaukee, owned by Chapin & Co.

Steamer Philo Parsons, 221 tons, built by C. Hinman at Algonac, owned by M. B. Kean.

Bark Levi Rawson, 473 tons, built by Wm. Jones at Black River, O., owned by G. W. Jones.

Bark Mary E. Perew, 496 tons, built by Quayle & Martin at Cleveland, owned by F. Perew.

Bark Constitution, 562 tons, built by B. B. Jones at Milwaukee, owned by Norris & Page.

Schooner Hyphon, 294 tons, built by Wm. Sharpe at Milan, owned by V. Fries.

Schooner Hastings, 229 tons, built by D. Tate at Belleville, owned by D. D. Bogart.

Schooner Milan, 274 tons, built by H. Kelley at Milan, owned by Lockwood & Co.

Schooner A. G. Morey, 408 tons, built by Miller & Hood at Chicago, owned by A. G. Morey.

Schooner Narragansett, 398 tons, built by Quayle & Martin at Cleveland, owned by Harman & Quayle.

Schooner J. B. Penfield, 383 tons, built by Asa Wilcox at Three Mile Bay, owned by D. McCollom.

Schooner Queen of the West, 347 tons, built by John Potter on Lake Ontario, owned by Smith & Wyatt.

Schooner Saranac, 393 tons, built by Quayle & Martin at Cleveland, owned by R. H. Harman.

Schooner Frank Crawford, 310 tons, built by R. Calkins at Pigeon River, owned by Crawford & Co.

Schooner L. H. Cotton, 395 tons, built by Quayle & Martin at Cleveland, owned by Quayle & Martin.

Schooner Dashing Wave, 372 tons, built by John Oades at Clayton, owned by Chapman & Co.

Schooner E. P. Dorr, 293 tons, built by J. W. Banta, at Chicago, owned by Jas. Kehoe.

Schooner W. S. Preston, 389 tons, built by G. Goble at Oswego, owned by Carrington & Co.

Schooner Superior, 384 tons, built by Campbell & Owen at Detroit, owned by Campbell & Owen.

Schooner Ataunto, 459 tons, built by F. N. Jones at Buffalo, owned by H. A. Frink.

Schooner Flying Mist, 393 tons, built by I. Lafrinier at Cleveland, owned by H. J. Winslow.

Schooner Jessie Anderson, 252 tons, built by G. Fordham at Sandusky, owned by Whitney & Lawler.

Schooner Major Anderson, 568 tons, built by I. Lafrinier at Cleveland, owned by Winslows.

Schooner Major Anderson, 143 tons, built by P. Lamora at Oswego, owned by P. Lamora.

Schooner Major Anderson, 246 tons, built by Litchfield at B. Landing, owned by Litchfield & Co.

Schooner City of Chicago, 432 tons, built by Peck & Masters at Cleveland, owned by O. L Nims.

City of Milwaukee, 437 tons, built by Peck & Masters at Cleveland, owned by O. L. Nims.

Schooner City of Buffalo, 455 tons, built by Peck & Masters at Cleveland, owned by O. L. Nims.

Schooner Colonel Ellsworth, 405 tons, built by Wm. Treat at Euclid, owned by Chas. Hickox.

Schooner Marion Egan, 345 tons, built by John Squires at Huron, owned by W. M. Egan.

Schooner Colorado, 503 tons, built by Peck & Masters at Cleveland, owned by S. V. R. Watson.

Schooner Canada, 477 tons, built by L. Shickluna, at St. Catharines, owned by Norris & Neelon.

Schooner Boston, 236 tons, built by G. Thayer at Ashtabula, owned by Hubbard & Co.

Schooner Ellen Baxter, 283 tons, built by J. Simpson at W. Square, owned by Baxter & Co.

Schooner Mary Brown, 291 tons, built by W. Crossthwaite at Buffalo, owned by J. Kilderhouse.

Schooner Black Hawk, 171 tons, built by T. A. Estes at East Saginaw, owned by Pickett & Co.

Number of vessels, 40; valuation, $692,000; total tonnage, 14,916 tons.

The following master mariners passed to their last rest in 1861:

Captain Richard Barrows, at Cleveland, late of schooner Union.

Captain Robert Hart, an old pioneer at Black Rock, N. Y., aged 61 years.

Captain John McFadden, drowned from a boat in Green Bay.

Captain Malcomb McBride, vessel master at Cleveland.

Captain J. W. Travers, lost with steamer Keystone State in Lake Huron.

Captain Thomas Dyer, drowned in the cabin of schooner Sunshine at Sandusky.

Captain Wm. Dougall, lost with steamer in Lake Superior.

Captain Wm. Reese, lost from schooner Fairfield in Lake Erie.

Captain Jas. Norton, several years a steamboat man at Cleveland.

Captain John Ernst, of schooner B. Parsons, died at Amherst, O.

Captain Ed Newkirk fell overboard from propeller Wisconsin in Lake Erie.

Captain John Parkhill, of brig Venice, died at Buffalo.

Captain T. F. Kenway, drowned from schooner Chisholm in Lake Erie.

Captain M. Jackson, of schooner Bay State, died at Buffalo.

Captain D. Millen, drowned from schooner Ketchum in Lake Michigan.

The following craft passed out of existence in 1861:

Steamer St. Peters, burned on the ways at Sorel, $24,000.

Steamer Saugenay, burned in Lachine canal, $15,000.

Steamer Comet, sunk by schooner Exchange in Lake Ontario and three lives lost, $20,000.

Steamer Minnesota, wrecked on Summer Island, Lake Michigan, $30,000.

Steamer Keystone State, foundered in Lake Huron, and thirty-three lives were lost, $15,000.

Propeller Cataract, burned on Lake Erie, with loss of four lives, $50,000.

Propeller L. L. Britton, wrecked near Calumet, Lake Michigan, $8,000.

Propeller Banshee, wrecked on Lake Ontario, and one life lost, $18,000.

Propeller Oshaw, wrecked at South Bay, Lake Ontario, $25,000.

Tug George Notter, burned on Lake Michigan, $7,000.

Barque Northerner, wrecked on Long Point, Lake Erie, $8,000.

Schooner Freeman, wrecked near Buffalo and five lives lost, $10,000.

Schooner A. Handy, wrecked on Spectacle reef, Lake Huron, $30,000.

Schooner Andover, wrecked on Point au Barque, $5,000.

Schooner E. C. Williams, wrecked near Erie, Pa., $4,000.

Schooner Storm King, sunk by propeller Michigan in Lake Michigan, $30,000.

Schooner Margarette, wrecked near Sodus, Lake Ontario, $3,000.

Schooner E. Henderson, lost at Waukegan, Lake Michigan, $3,000.

Schooner J. M. Jones, lost on Lake Michigan, $4,000.

Scow Plough Boy, wrecked at Black River, Lake Erie, $2,000.

Schooner Sorel, wrecked twelve miles from Oswego, $5,000.

Schooner Beaver, wrecked on Nine Mile Point, Lake Ontario, $4,000.

Schooner C. L. Abell, wrecked on Point Wauboschance, $5,000.

Schooner Calcutta, lost at Kalamazoo, Lake Michigan, $2,000.

Schooner Echo, wrecked on Gull Bar, Lake Ontario, $5,000.

Schooner Metcalf, lost near the Ducks, Lake Ontario, $4,000.

Schooner L. M. Mason, wrecked at Presque Isle, Lake Ontario, $30,000.

Schooner W. S. Nelson, lost in same locality, $25,000.

Schooner Dardanelles, lost in same locality, $12,000.

Scow Enterprise, lost at Bark Shanty, Lake Huron, $2,000.

Total loss by steam and sail, $867,347; loss of life, 116.

TARIFF LEGISLATION FOR FORTY YEARS.

ITS COURSE AND EFFECTS.

NO. II.

YOUNGSTOWN, O., February 17.

It has been claimed that the depression of 1857 was due to the reduction of the tariff to 19 per cent. This is a mistake. The failure of a Trust Company gave a temporary shock to financial matters, but it did not amount to a crisis. The great industries of the country were not seriously affected.

The advance of 1862 was opposed by one of the ablest protectionists in the Senate. He was and is an honest man, and has since shown his courage in the financial policy he forced against great opposition from his own party. In the debate on the bill of 1862 he stated that the "manufacturers had repeatedly asked to be let alone, as they dreaded instability." A member from the manufacturing state of Massachusetts said: "Our manufacturers want no further protection; they dread irresponsible home competition more than they do foreign competition."

These extracts are cited as showing that gentlemen who had favored moderate protection, fully realized its dangerous tendencies. It is probable that they had discovered that it would always call for more, unless checked where it was. Could it have been held where it was, the country would have been the better for it. Even the protected would have been the better off, in the long run, as 19 per cent. duties will as readily keep out imports as 40 per cent. They would have been protected against home competition which future advances developed against them.

But they had set in motion forces which were, by this time, getting beyond control. They had excited the cupidity of the unscrupulous, who had become so powerful that resistance on the part of the conservative was powerless.

The sum of all blunders and the height of usurpation was reached by the tariff act of 1864, as before alluded to, from which time until the passage of the commission tariff bill of 1883, hardly a session of congress has been held during which it has not been urged to grant further privilege to the few, and thus lessen the opportunities of the many.

Notwithstanding the great development and the apparent but deceptive prosperity from the close of the war (1865), if our foreign trade continues to decline, and our home industries do not improve, the analytic historian of the future will date the commencement of our decline from that period.

Our agriculturists in the northern states, who have had such large opportunities for employment, and as a result have furnished our carriers by rail and water millions of tons of freight, and have also given so much employment to manufacturers, and so largely patronized merchants, bankers, and the numerous professional classes, having, as a basis for doing this, the European market, now feel this solid basis settling from under them.

They can no longer compete in English market at least, unless they do so at the wages at which the Indian ryot works, and this means a reduction in the wages of the other classes whom they—the farmers, have patronized.

It matters not if only the smaller portion went abroad it fixed the price for the home market. This has been strenuously denied, but present conditions prove it. Our southern cotton growers must inevitably meet the fate of the northern grain grower. It must not be forgotten that India exported one million bales of cotton in 1884, valued at $70,000,000, and presumably all to an English market.

Nor should it be forgotten that the United Kingdom imports one million tons of meat per annum, which may be, will be, is already, to some extent, being furnished by Australia. England has been our best customer, but she will not, can not send us coin when she can buy from her own colonies and dependencies in exchange for merchandise.

The American stock grower has felt secure on his free or cheap land where nature furnished prepared food at all seasons for his herds, but he, too, must feel the blow that strikes grain and cotton.

Our net import of coin, less re-export was:

1880	$85,000,000
1881	105,000,000
1882	36,000,000
1883	18,000,006
1884	20,000,000

These are significant figures.

Our seventeen millions, engaged in useful callings, exert a large earning power, in supplying the wants of our fifty millions, but it is small compared with what it would be if all of the fifty million who can earn, were working to supply their own wants, and those of the hundreds of millions in other portions of the world.

Nothing is clearer than the fact that protectionists have supposed that they could ignore all the natural and just laws of trade and reciprocity, that have enriched all who have been wholly, or to any reasonable extent, governed thereby. By their action they have assumed that they could violate them all with impunity and never be called to an account for such violation. If all the elements in the case are duly considered, such as what can the other party do, what will he be likely to do under certain contingencies which may occur, protectionists would not feel as secure in their position as they do.

They simply cast aside all precedents; they ignore all the facts of commercial history. There is no need of extensive research to prove the mistakes that have been made in conducting our commerce. Any person may take Spofford's American almanac and Whitaker's English almanac, which give the tables of imports and exports of the two countries and prove in an hour that we are, and have been wrong in our tariff policy since 1861-2.

If the tariff were reduced at once it will not give any very great immediate relief. It may stop the damage we have done ourselves, but it will take years, under the best conditions, to regain what we have lost.

WABASH.

Captain A. B. Davis, who for many years has been in command of the revenue cutter Andy Johnson, and is well and favorably known throughout the lake region, is now at San Francisco. Some time ago he was ordered to report at New York city, where he was placed in command of the steamer Bear, one of the vessels which under command of Commander Schley, went to the Arctic regions to discover the survivors of the Greeley expedition. Captain Davis' instructions were to take the vessel to San Francisco, which he did after a voyage of one hundred and ninety-three days, according to a telegram received by Mrs. Davis. He will return to Chicago by rail. The Bear has been rebuilt and prepared for service on the coast of Alaska.

The Dutch about New York, built the first ship in this country, and she was called "The Unrest," otherwise the "Restless" and was a yacht of sixteen tons, and forty-four and a half feet long. Her builder was Captain Adriaen Block for whom Block Island in the Atlantic ocean is named. This vessel, with a Dutch captain on board, discovered the Schuylkill river in 1616, and explored our whole coast from Nova Scotia to Virginia and returned to Holland with an excellent map of the country.—*Gath.*

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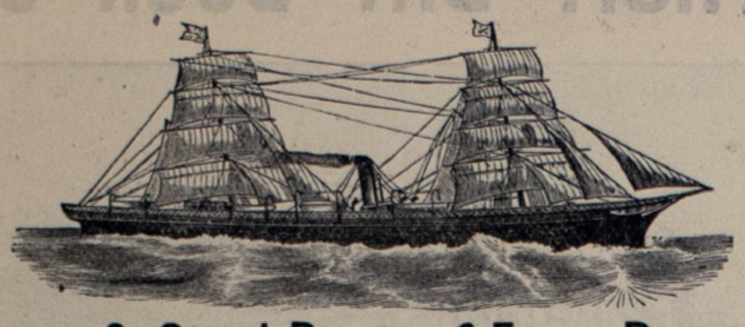

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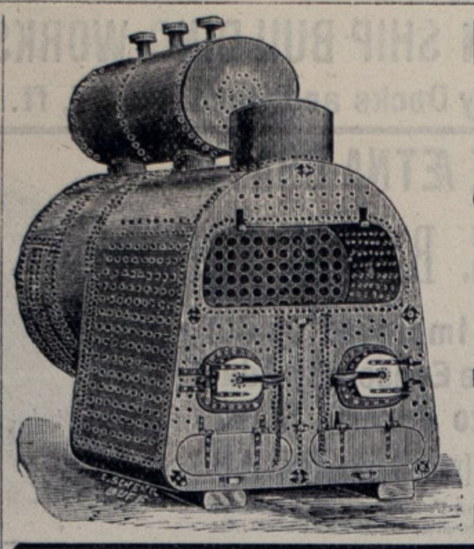

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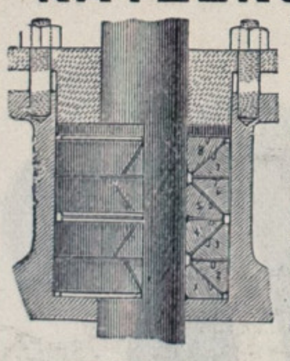

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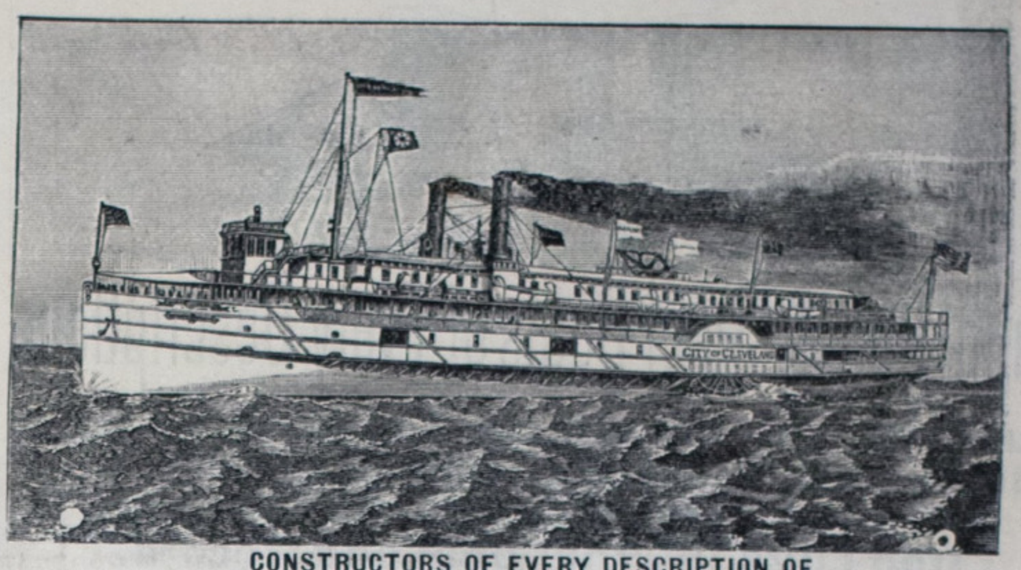

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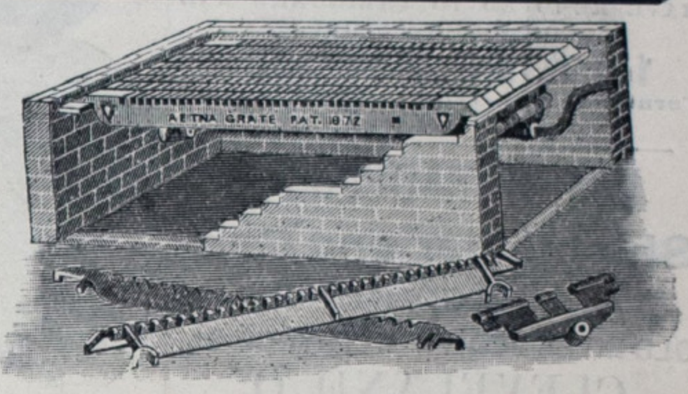

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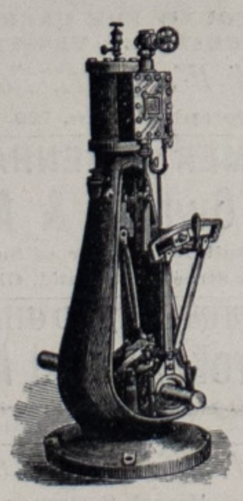

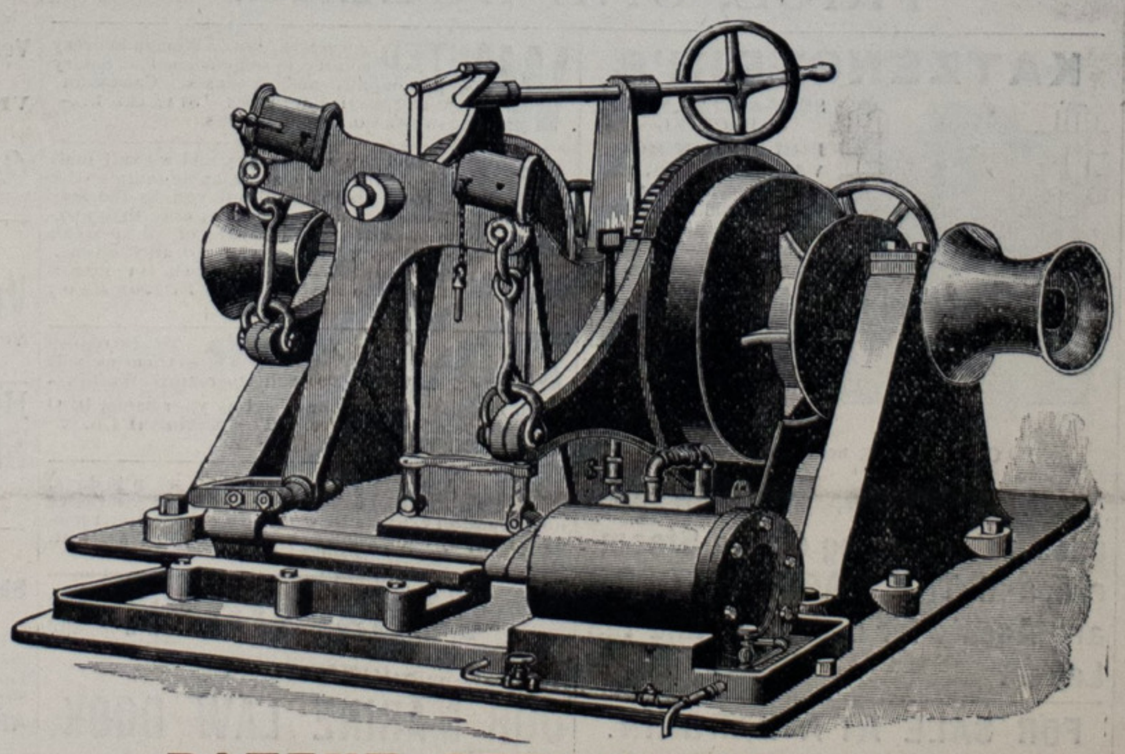

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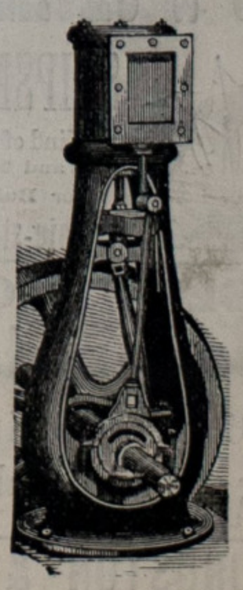

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